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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**
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11 DOUGLAS HERNANDEZ, as an
12 individual and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 vs.

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17 PEI WEI ASIAN DINER, LLC., a Limited
18 Liability Company; and DOES 1 through
19 100, inclusive,

20 Defendants.
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Case No.: 8:17-cv-00679 JLS (JCGx)

**AMENDED FINAL APPROVAL
ORDER AND FINAL JUDGMENT**

1 On January 11, 2019, a final fairness hearing was held on the motion of Plaintiff
2 DOUGLAS HERNANDEZ (“Plaintiff”), on behalf of himself and Class Members, for
3 approval of the Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
4 Agreement”), dated June 8, 2018 (the recitals and definitions of which the Court
5 incorporates herein) entered into between Plaintiff and Defendant PEI WEI ASIAN
6 DINER, LLC. (“Defendant”) (collectively, the “Parties”), due and adequate notice has
7 been given to the Class Members as required by this Court’s Order Granting Plaintiff’s
8 Unopposed Motion for Preliminary Approval of Class Action Settlement dated August
9 22, 2018 (Preliminary Approval Order, Doc. 50), all persons present or represented at the
10 final fairness hearing, who were entitled to be heard pursuant to the notice, having been
11 given an opportunity to be heard, and the Court having reviewed the Settlement, and the
12 record and proceedings herein, and having determined that the Settlement is fair,
13 adequate, and reasonable, and the Court having entered its Order Granting Plaintiff’s
14 Motion for Final Approval of Class Action Settlement and Plaintiff’s Motion for
15 Approval of Attorneys’ Fees and Costs and Representative Enhancement (Final Approval
16 Order, Doc. 60), and otherwise being fully informed, the Court finds, concludes, and
hereby orders, adjudges and decrees as follows:

17 1. Consistent with the Court’s Final Approval Order, Plaintiff’s Motion for
18 Final Approval of Class Action Settlement and Plaintiff’s Motion for Approval of
19 Attorneys’ Fees and Costs and Representative Enhancement are hereby GRANTED;

20 2. The Court has jurisdiction over the subject matter of this proceeding and
21 over all Parties to this proceeding, including all members of the Settlement Class;

22 3. The Court hereby certifies the Class during the Settlement Class Period of
23 April 14, 2013, to August 22, 2018, as set forth in the Settlement Agreement, for
24 purposes of this Settlement only;

25 4. Distribution of the Class Settlement Notice directed to the Class Members as
26 set forth in the Settlement Agreement has been completed in conformity with the
27 Preliminary Approval Order, including individual notice to all Class Members who could
28 be identified through reasonable effort, and the best notice practicable under the

1 circumstances. The Class Settlement Notice provided due and adequate notice of the
2 proceedings and of the matters set forth in the Preliminary Approval Order, including the
3 proposed Settlement. The Class Settlement Notice provided adequate and appropriate
4 notice to all persons entitled to such Class Settlement Notice and therefore fully satisfied
5 due process requirements. All members of the Class are covered by and included within
6 the Settlement and within this Final Approval Order and Final Judgment, zero (0) class
7 members have opted-out within the opt-out deadline of December 20, 2018.

8 5. The Court hereby finds that the Settlement was entered into in good faith
9 and has been reached as a result of intensive, serious, and non-collusive arm's-length
10 negotiations. The Court further finds that Plaintiff has satisfied the standards and
11 applicable requirements for final approval of the Settlement under Rule 23 of the Federal
12 Rules of Civil Procedure and California law.

13 6. The Court hereby approves the Settlement and finds that the Settlement is, in
14 all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
15 Settlement according to its terms and provisions, and in compliance with this Final
16 Approval Order and Final Judgment.

17 7. The Court hereby confirms as Class Counsel, Larry W. Lee of Diversity
18 Law Group, P.C. and Edward W. Choi of Law Office of Choi & Associates, P.C.

19 8. The Court hereby finds the monetary settlement of \$600,000.00, provided
20 for in the Settlement Agreement to be fair, reasonable, and adequate.

21 9. The Court orders Phoenix Settlement Administrators ("Phoenix") to
22 distribute the Gross Settlement Amount including Individual Settlement Payments to the
23 Settlement Class in accordance with the terms of the Settlement Agreement.

24 10. The Court further approves the payment of \$18,500.00 to Phoenix
25 Settlement Administrators for the claims administration costs. The payment authorized
26 by this paragraph shall be made in accordance with the terms of the Settlement
27 Agreement.

28 11. Under the terms of the Settlement and the authorities, evidence, and
argument set forth in Class Counsel's application, an award of attorneys' fees in the

1 amount of \$180,000.00 (equal to 30% of the Gross Settlement Amount), and for costs
2 and expenses in the amount of \$10,701.25 as final payment for and complete satisfaction
3 of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
4 hereby GRANTED. The Court finds that Class Counsel's request is fair and reasonable,
5 and that the results achieved justify the award. The payment of fees and costs to Class
6 Counsel shall be made in accordance with the terms of the Settlement.

7 12. The Court approves the settlement of claims under the PAGA and the
8 payment of \$11,250.00 to the California Labor & Workforce Development Agency
9 ("LWDA") as the LWDA's share of the Settlement attributable to civil penalties under
10 PAGA. The payment to the LWDA shall be made in accordance with the terms of the
11 Settlement.

12 13. The Court hereby confirms Plaintiff as the class representative and orders
13 payment of \$5,000.00 to Plaintiff for his service as the representative and for his release
14 of claims contained in the Settlement. The payments of the Representative Service
15 Payment shall be made in accordance with the terms of the Settlement.

16 14. The Court shall have and retain continuing jurisdiction over the Action and
17 over all Parties and Settlement Class to the fullest extent necessary or convenient solely
18 to address, enforce, and effectuate the terms of the Settlement and this Final Approval
19 Order and Final Judgment as follows: (i) the interpretation and enforcement of the terms
20 of the Settlement and the Final Approval Order and Final Judgment; (ii) Settlement
21 administration matters; and (iii) such post-Final Judgment matters as may be appropriate
22 under court rules or set forth in the Settlement and/or this Amended Final Approval Order
23 and Final Judgment. If the Settlement does not become final and effective in accordance
24 with its terms, this Amended Final Approval Order and Final Judgment and all orders
25 entered in connection herewith, shall be vacated and shall have no further force or effect.

26 IT IS SO ORDERED AND ADJUDGED.

27 Dated: February 19, 2019



28 THE HON. JOSEPHINE L. STATON
JUDGE OF THE DISTRICT COURT